



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

No. **2-119AG20**

Date **MAY 29 1979**

Fee \$ **10.00**

May 25, 1979 **MAY 29 1 19 PM '79**

RECORDATION NO. **9927** I.C.C. OPERATION BR.
Filed 1425

Secretary **ICC Washington, D. C.**
Interstate Commerce Commission
Washington, D.C. 20423

MAY 29 1979 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

RE: Section 11303 Filing: Supplementary Rider No. 8 dated as of October 30, 1978 ("Lease") to Car Leasing Agreement 0369-2 between North American Car Corporation ("Lessor") and Agrico Chemical Company ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 16, 1978, between Lessor and General Electric Credit and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act is one executed counterpart and four certified true copies of the above described supplementary Lease, between Lessor, 222 South Riverside Plaza, Chicago, Illinois and Lessee, P.O. Box 3166, Tulsa, Oklahoma 74101 and assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Assignment of Leases was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978, under Document No. 9927. -T

Under the Lease and the Assignment of Leases the Lessor leases the cars described therein to the Lessee and assigns such lease to the Assignee under and in accordance with the Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by such Lease (which equipment has been or is to be sold to Assignee) and assigns, transfers and sets over unto Assignee all of Lessor's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Lease together with all amounts which may be received or credited to the account of Lessor in respect of mileage compensation from railroads using the equipment leased under such Lease or any other sums received by or payable to Lessor from parties other than the Lessee with respect thereto, all in accordance with the Lease and the Assignment of Leases.

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
May 25, 1979
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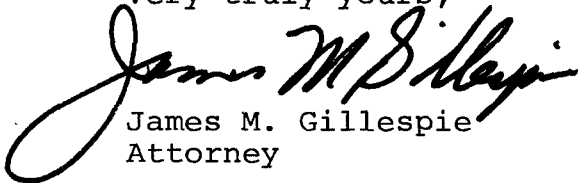
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Agrico Chemical Company.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosure

C E R T I F I C A T E

RECORDATION NO. 9827 Filed 1425

MAY 29 1979 - 1 20 PM

INTERSTATE COMM. REG. COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 8 to Car Leasing Agreement 0369-2 between North American Car Corporation and Agrico Chemical Company dated October 30, 1978, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Lenny Catalano

My Commission Expires 6-30-79.

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

RIDER NO. 8
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 0369-2

The cars described herein shall be subject to the terms and conditions of said Agreement during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
One-hundred (100)	4,750 cubic foot capacity covered hopper cars, for shipment of Manufactured Fertilizers, MAP, DAP, Urea (reporting marks presently not available)	\$425.00

See attached for notes

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 30,000 x days in service that each car 365 covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 30th day of October, 1978.

ATTEST:

James M. Sillego
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

W. R. G. H.
Sr. Vice President

ATTEST:

David E. Wilson
Secretary

AGRICOL CHEMICAL COMPANY

By

David E. Wilson
Vice President



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

May 7, 1979

Agrico Chemical Company
P.O. Box 3166
Tulsa, Oklahoma 74101

Re: Car Leasing Agreement 0369-2
Rider No. 8

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 8 of Car Leasing Agreement 0369-2:

NAHX 480550 thru 480574; 465650 thru 465724.

Please sign and return an executed copy of this letter for our files.

Very truly yours,

Senior Vice President

ACCEPTED:

AGRICO CHEMICAL COMPANY

By: [Signature] TM-RAIL
(Title)

Dated: 14 MAY 1979

RIDER NO. 8
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 0369-2

STATE OF ILLINOIS)

: ss.:

COUNTY OF COOK)

On this 30 day of October, 1978, before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Doris M. Hollibaugh
Notary Public

(Notarial Seal)

STATE OF)

: ss.:

COUNTY OF)

On this 17th day of April, 1979, before me personally appeared David E. Wilson, to me personally known, who, being by me duly sworn, says that he is a Vice President of Apco Chemical, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy E. Todd
Notary Public

(Notarial Seal)

My commission expires
September 13, 1980